



DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 13, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NUMBER ONE TO THE JOINT-USE AGREEMENT
FOR USE OF SHARED FACILITIES BETWEEN THE SANTA CLARITA
COMMUNITY COLLEGE DISTRICT AND THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY
(5th DISTRICT) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (Fire District) is requesting approval of Amendment Number One to the Joint-Use Agreement for Use of Shared Facilities between the Santa Clarita Community College District (College District) and the Fire District to eliminate the requirement that the Fire District provide a minimum of 500,000 hours of training annually and to relieve the Fire District of any payment obligation to the College District as a result of the reduction of annual training hours.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chair to sign Amendment Number One to the Joint-Use Agreement for Use of Shared Facilities between the College District and the Fire District.
2. Authorize the Fire Chief of the Fire District, or his designee, to enter into any subsequent non-substantive amendments to the subject Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 12, 2008, your Honorable Board approved a Joint-Use Agreement for Use of Shared Facilities with the College District (Agreement Number 76820, hereinafter "Agreement") for the

COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 September 13, 2016

LORI GLASGOW
EXECUTIVE OFFICER

planning, design, construction, and shared use of the Fire District's Del Valle Regional Training Center (Training Center). Under that Agreement, the College District is provided access to the Fire District's Training Center for the purpose of conducting educational programs, including the College District's Fire Training Academy, in exchange for its funding and construction of certain improvements as described below.

Through an approximate \$7 million Certificate of Participation (COP) issued to the College District, the College District provided funding for the planning, design and construction of improvements to the Training Center. In return, the Fire District agreed to contribute one dollar (\$1.00) per student hour of training to the College District, which the College District applies towards the semi-annual debt service payments on the COP during the 15-year repayment period. The Agreement obligates the Fire District for a minimum of 500,000 hours of training to satisfy the Fire District's contribution to the debt service payment, equating to a minimum annual \$500,000 obligation. In addition, the College District had also agreed to provide, at its discretion, additional funding up to \$15 million through the issuance of a General Obligation Bond (GO Bond). There is no repayment required by the Fire District for the GO Bond.

Over the last year, the number of training hours for the Fire District has fallen below the minimum training hours as required in the Agreement, largely due to existing vacancies and the completion of training through other organizations. The College District has therefore agreed to amend the Agreement to eliminate this requirement and to relieve the Fire District from any financial obligation in excess of actual student training hours. In exchange, the College District will not be obligated to construct any additional training center improvements which were anticipated to be funded via a GO Bond.

FISCAL IMPACT/FINANCING

Amendment Number One to the Agreement will eliminate the Fire District's repayment obligation to the College District.

This Amendment Number One to the Agreement would have no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment Number One would provide the following:

- The Fire District's minimum obligation of 500,000 annual training hours would be eliminated;
- The College District would relieve the Fire District of its obligation to reimburse the College District the difference between the annual minimum 500,000 training hours and the amount of actual training hours each year; and
- The College District would forego pursuing any additional funding via a GO Bond for improvements to the Fire District's Del Valle Regional Training Facility.

All of the remaining terms and provisions of the original Agreement shall remain in full force and effect.

County Counsel has approved Amendment Number One as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the Fire District to continue to provide efficient training, exercise, skills development, emergency preparedness, risk prevention, and disaster readiness for its emergency responders.

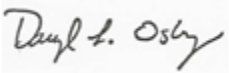
CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return two approved copies of this adopted action and one fully executed original of the amendment to:

Consolidated Fire Protection District of Los Angeles County
Attention: Debbie Aguirre, Chief, Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063

The Fire District will provide the fully executed copy to the College District for their records.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AMENDMENT No. 1 to the Joint Use Agreement For Use of Shared Facilities
between Santa Clarita Community College District and
Consolidated Fire Protection District of Los Angeles County**

(Del Valle Regional Emergency Training Center)

WHEREAS, this Amendment No. 1 ("AMENDMENT") is made and entered into as of September 13, 2016, between the Santa Clarita Community College District ("District") and Consolidated Fire Protection District of Los Angeles County ("Fire District") (collectively the "PARTIES");

WHEREAS, the District and the Fire District entered into a certain "Joint-Use Agreement for Use of Shared Facilities" (the "AGREEMENT") dated November 12, 2008 and attached hereto as Exhibit "A";

WHEREAS, the District and the Fire District desire to revise certain terms of the AGREEMENT;

WHEREAS, this AMENDMENT is being executed between the District and the Fire District pursuant to Section 19(d) of the AGREEMENT which allows for amendments to the AGREEMENT;

WHEREAS, where any section or portion of the AGREEMENT is amended or superseded, the balance of that section or portion not specifically amended or superseded shall remain in effect as originally written. Where any section or portion of the AGREEMENT is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion shall remain in effect as originally written. This AMENDMENT shall take precedence and control over any conflicting terms found within AGREEMENT. This AMENDMENT taken together with the AGREEMENT and all previous amendments represents the new Joint-Use Agreement for Shared Facilities;

WHEREAS, the District and the Fire District agree that the Recitals set forth hereinabove are expressly incorporated into the AGREEMENT and correctly set forth the nature of the AGREEMENT as modified by this AMENDMENT.

NOW, THEREFORE, the District and the Fire District agree that the terms and provisions of the AGREEMENT are hereby amended as set forth herein below:

- (1) Section 3 of the AGREEMENT shall be modified to include at the end of the paragraph "Upon mutual agreement, this Agreement may be terminated with a 30 days written notice to the other Party".
- (2) Section 4(a) of the AGREEMENT shall be modified to delete the last sentence that states "If the Agreement should be discontinued prior to the end of the Term, the Fire District shall re-pay the College District pursuant to Sections 12 and 13 of this Agreement".
- (3) Section 4(b) and 4(b)(1) of the AGREEMENT are deleted in its entirety.

- (4) Section 4(c) of the AGREEMENT is deleted in its entirety and any and all references in the AGREEMENT to General Obligation Bond, including but not limited to General Obligation Bond funding, GO Bond, GO Bond Projects, and/or any obligation of the District to pay \$15,000,000 in GO Bond funding for the Del Valle Regional Emergency Training Center (collectively, the "Bond Obligations") shall no longer apply or have any effect with respect to the AGREEMENT. All sections included in the AGREEMENT that reference Bond Obligations are hereby revised to remove said references to the Bond Obligations. However, notwithstanding the removal of Bond Obligations, all remaining language in the AGREEMENT shall continue to have its original meaning and effect.
- (5) Section 5 of the AGREEMENT is deleted in its entirety.
- (6) Section 12 of the AGREEMENT is deleted in its entirety.
- (7) Section 13 of the AGREEMENT shall be modified to delete the last two sentences that state "If Parties still cannot reach resolution the termination shall be effective and Fire District shall pay all amounts due and payable, including principal, interest and any premium assessed on the College District for the outstanding COPs. Fire District shall pay annual debt service payments within 90 days of receiving an invoice from College District for the remaining term of the COPs pursuant to the terms in Section 4b. Fire District may elect to pay the College District remaining principal, interest, and any premium assessed on the College District for outstanding COPs".
- (8) This AMENDMENT herein shall have no impact on all rights related to and/or allowing the District to utilize the Del Valle Regional Emergency Training Center pursuant to any of the provisions of this AGREEMENT.
- (9) Except as modified by this AMENDMENT, all of the terms and provisions of the AGREEMENT shall remain in full force and effect. In the event of any inconsistency between the provisions of the AGREEMENT and this AMENDMENT, the provisions of this AMENDMENT shall govern and control. This AMENDMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute by one and the same instrument. A facsimile or .pdf signature shall be deemed an original signature.

The PARTIES, through their authorized representatives, have executed this AMENDMENT, effective as of the date first set forth above.

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By Hilda F. Solis

Chair, Board of Supervisors

SANTA CLARITA COMMUNITY
COLLEGE DISTRICT

By Audrey Green
Associate Vice President,
Academic Affairs

LORI GLASGOW
Executive Officer-Clerk of
the Board of Supervisors

By Lachelle Smitheman
Deputy



APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Scott Kuhn
Scott Kuhn, Principal Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitheman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#43 SEP 13 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

76820 Supplement No. 1

**JOINT-USE AGREEMENT
FOR USE OF SHARED FACILITIES**

THIS JOINT-USE AGREEMENT for shared use of facilities at Del Valle Regional Training Center ("Agreement") is entered into this 12TH day of NOVEMBER, 2008, by and between the Santa Clarita Community College District ("College District"), a community college district organized and existing pursuant to the laws of the State of California and a political subdivision of the State of California, and Consolidated Fire Protection District of Los Angeles County ("Fire District"), a political subdivision of the State of California. College District and Fire District shall be collectively referred to herein as the "Parties" and individually as a "Party", with reference to the following Recitals:

RECITALS

A. WHEREAS, Fire District is the owner of real property located at 28101 Chiquito Canyon Road, Castaic, CA 91384-4640 ("the Site") and commonly known as "Del Valle Regional Emergency Training Center," a description of which is attached hereto as Exhibit A and incorporated herein; and

B. WHEREAS, Fire District operates a Fire Training Program (the "Fire District Program"), and Fire District has a need for facilities in which to locate the Fire District Program; and

C. WHEREAS, College District operates an Educational Program (the "College District Program"), including the Fire Training Program, affiliation training through the Instructional Service Agreement, dated July 1, 2007 ("ISA"), as well as other college programs, and College District has a need for facilities in which to locate the College District Program; and

D. WHEREAS, pursuant to Education Code sections 81003 and 81004, College District is permitted to construct educational facilities on real property owned by Fire District; and

E. WHEREAS, pursuant to Education Code section 81529, College District is permitted to conduct school programs, including the College District Program, at offsite locations; and

F. WHEREAS, pursuant to Education Code section 81530, College District is permitted to lease real property from Fire District for the purpose of constructing school buildings and facilities thereon; and

G. WHEREAS, pursuant to the terms and restrictions of the certificates of participation ("COP") and/or the general obligation bond ("GO Bond"), two such restrictions being (i) that ninety-five percent (95%) of facility use must be public agency use and (ii) that no activity may take place which would be considered outside the tax exempt requirements of the bond documents; and

H. WHEREAS, College District and Fire District have agreed to act jointly to develop a plan to construct the COP-funded and GO Bond-funded public safety training facilities ("Facilities"), to be located on the Site to be used jointly by the Parties to facilitate the College District Program and the Fire District Program, and such other programs and activities as the Parties deem appropriate. A description of the Facilities is attached hereto as Exhibit B and incorporated herein; and

I. WHEREAS, the Facilities shall be constructed in accordance with Education Code section 81130 et seq. Construction of the Facilities may be referred to herein as the COP-funded Facilities project ("COP Project") and/or the GO Bond-funded Facilities project ("GO Bond Project"), or as "Projects"; and

J. WHEREAS, it is in the interest of the Parties and the community to have the Facilities envisioned by this Agreement designed, constructed, maintained and funded pursuant to the terms set forth herein; and

K. **WHEREAS**, College District and Fire District desire to set forth in this Agreement their understanding concerning:

1. The method of sharing construction costs, capital improvement costs, equipment costs and operating costs for the Facilities;
2. Their respective responsibilities related to their shared use of the Facilities;
3. Such other matters as set forth below; and

L. **WHEREAS**, College District and Fire District desire to utilize the Facilities pursuant to the express terms and conditions set forth below in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, mutual agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

1. **PURPOSE.** The primary purpose of this Agreement will be to provide for the Parties to participate in the funding, construction and use of the Facilities and equipment as defined in Section 2 below.

a. College District participation in the Projects will benefit College District by providing access to the Facilities for the purpose of conducting educational programs including training conducted under the ISA and College District's Fire Training Academy.

b. Participation in the Projects will benefit Fire District by College District's COP and GO Bond funding and construction of the Projects with the additional benefit of a long-term repayment plan of the cost of construction as set forth herein.

2. **DESCRIPTION OF PROJECTS.** The Facilities, described below, will be constructed on the Site. Projects may be added, modified or deleted based upon mutual consent of the parties except that COP Projects cannot be changed once COPs are issued.

a. **COP Projects.** The COP-funded Projects include the following:

- i. Three-to-four (3-4) acre concrete grinder, driving course.
- ii. One (1) training tower.
- iii. Modulares with IT (Information Technology) and furnishings for four (4) classrooms, staff offices, separate male and female showers and locker rooms.
- iv. Hardscape.
- v. Softscape.

b. **GO Bond Projects.** The GO Bond-funded Projects shall include the following:

- i. One (1) training tower.
- ii. Modulares with IT for two (2) classrooms.
- iii. Additional building props.
- iv. Hardscape.
- v. Administration and classroom building.

In addition to COP Projects and GO Bond Projects, Fire District intends to develop infrastructure, including, but not limited to roads, perimeter fencing, utilities, and training props funded, developed, and owned by Fire District. Additional infrastructure projects as may be agreed upon between College District and Fire District may be included in COP Projects and/or GO Projects to the extent funding is available and must be agreed upon in writing by both parties. Furthermore, to the extent that funding is available as discussed in section 4.b, equipment may also be purchased for capital improvements and instructional purposes at the Site.

3. **TERM OF AGREEMENT.** This Agreement shall commence upon the date of execution by the last Party and shall remain in effect until that date which is forty (40) years, (the term of the general obligation bonds), after the commencement date and is renewable for one (1) option of five (5) years upon six (6) months notice. Any additional renewals shall be subject to negotiation between the Parties.

4. **COLLEGE DISTRICT CAPITAL CONTRIBUTION.** The College District's share of the construction costs for the Projects (as set forth in greater detail in Section 6 herein), shall be contributed as follows:

a. **Certificates of Participation.** In accordance with Education Code sections 81003, 81004, 81529 and 81530, the College District may lease real property for the purpose of constructing buildings and may borrow funds to construct buildings on land not owned by the College District for the purpose of providing instruction and to purchase equipment associated with instruction or construction if such equipment is in furtherance of the construction. The College District shall cause to be issued a COP in the amount estimated at Seven Million Dollars (\$7,000,000.00) ("College District Contribution") that will be used for construction costs, capital improvements and equipment costs for Facilities. The total amount of the debt service on the COP, including principal and interest shall be the College District's Contribution over a period of time not to exceed the term of this Agreement. The exact amount of the COP issued, interest rate, and debt service payment is dependent on market rates at the time of issuance and will be mutually agreed upon by the Fire District and College District. This contribution shall amortize over a term not to exceed 15 years. The COP shall not exceed an all in true interest cost of 6 percent (6%). If the Agreement should be discontinued prior to the end of the Term, the Fire District shall re-pay the College District pursuant to Sections 12 and 13 of this Agreement

b. **Repayment of COP Funding.** Fire District shall repay the College District for such COP funding as provided through the addition of one dollar (\$1.00) per student contact hour of training ("Fire District Contribution") which will be held in a separate Debt Service Fund by College District for the purpose of making semi-annual debt service payments on the COP. While ISA training is expected to increase to more than 700,000 hours, the Fire District guarantees a minimum of 500,000 hours of training through the ISA to satisfy the Fire District's contribution to the debt service payment of the COP. Any amount accrued annually that exceeds the debt service payment amount may be transferred to a separate Equipment Fund by College District for the purpose of purchasing equipment identified by the Fire District to be used at Fire Training Facility. If the funds accrued in a single year do not exceed the annual debt service payment, College District shall deduct the necessary funds from the Equipment Fund. No negative fund balances will be carried forward into subsequent years. Pursuant to the terms of this Joint Use Agreement, the ISA shall remain in place for as long as this Joint Use Agreement is in place. For 2006/07, the total number of hours submitted through the ISA was 709,000 hours and is expected to increase as the Facilities are constructed.

(1) Prior to the execution of this Agreement, a sum of approximately \$709,000 has accrued based on the ISA funding of an additional \$1.00. This sum may be used for repayment of COP funding as well as to purchase equipment for the facility.

c. **General Obligation Bond.** The College District agrees to provide funding up to Fifteen Million Dollars (\$15,000,000.00), at the discretion of the College District, which may be used only for improvements to and equipment for the Facilities through the issuance of GO Bonds. The terms of this funding are as follows: Proposition 39 GO Bonds can only be used for educational facility(ies) which could include an advanced training complex designed for multi-discipline, public safety, regional training facility for College District and Fire District Programs. GO Bond funding can only be used for an educational facility (and construction related equipment purchased in the furtherance of the educational facility) owned and occupied by College District or owned by another entity but College District participates in the use of said school facility for the term of this Agreement. Primary use shall include training under the ISA. College District GO Bond-funded Facilities and improvements shall not require repayment by the Fire District.

5. **GROUND LEASE.** If the College District is responsible for construction, the Parties agree to enter into a separate ground lease for the period of construction; the terms such lease shall be mutually agreeable to both Parties.

6. **CONSTRUCTION OF PERMANENT FACILITIES.** The Fire District and College District agree to collaborate in the design and construction of the Facilities in accordance with the Conceptual project list referenced in 2a and 2b. The Facilities shall be constructed in accordance with Education Code section 81130 et seq. All design and construction services: (a) are to be performed by properly licensed professionals, e.g., architect, engineer,

construction management services which, if applicable, shall be provided by a licensed contractor, architect or engineer; (b) shall comply with all laws and regulations applicable to the construction of community college facilities; and (c) shall comply with all public works labor requirements.

a. Responsibility for Construction. Acting in consultation with Fire District, College District shall have primary responsibility and authority for design and construction of the Facilities funded through this Agreement. If it is determined after consultation between the Fire District and College District that it will be more efficient for the Fire District to construct the Facilities, this Agreement shall not preclude that option. College District shall contract with an architect or engineer for preparation of plans and specifications for the Projects, and shall oversee preparation of the plans and specifications and obtain all required approvals of the Site and the plans and specifications for the Facilities. The approvals obtained by College District for the Site and/or construction of Facilities shall include, without limitation, approvals from the Division of State Architect ("DSA"). Acting in consultation with Fire District, College District shall have primary responsibility and authority for contracting for construction management services, competitive bidding of construction in compliance with State and federal law, and for contracting for construction services unless it is decided that the Fire District will assume the responsibility of construction as mentioned above.

i. Allocation of Costs for Design, Planning and Construction. Costs for design are included in the total allocation of funds by College District. It is anticipated that design and other soft costs are about thirty percent (30%) of the construction costs set forth for Facilities.

ii. The costs of, and for obtaining any separate approvals required for specific improvements or additional specialties as specified herein, shall be added to the total construction budget and tracked as a separate line item. After approval of the Construction Documents and during the course of construction of the Facilities, the Parties shall collaborate and cooperate in attempts to reach agreement with respect to any change orders that affect the scope of construction of the Facilities. College District may, without consulting with Fire District, implement any change order related to Facilities that does not change the scope of construction, if necessary as a result of errors or omissions in the plans and specifications for the Facilities, so long as the total amount of such change order is not greater than ten percent (10%), whether construction is accomplished on a general-contract or multiple-prime contract basis.

b. Facilities Construction Budget. The Parties have established a budget of Twenty-Two Million Dollars (\$22,000,000.00) for constructing, equipping and furnishing the Facilities according to the projects proposed in 2a and 2b. The College District's contribution to the to the proposed project list shall be Seven Million Dollars (\$7,000,000.00) through the issuance of COPs and Fifteen Million Dollars (\$15,000,000.00) through GO Bond funding. The Preliminary Budget includes all costs of design, planning and construction of Facilities including architectural and other services incurred in developing the Construction Documents for the Facilities, costs of obtaining approvals, costs of contracting for construction management services, costs of competitively bidding construction of the Facilities, costs of testing and inspection, a ten percent (10%) contingency, landscape and common area costs, and costs of contracting for construction of the Facilities (collectively, "Projects' Construction Costs"). The Projects' Construction Costs shall not include any costs incurred by a Party as a result of its direct administration of this Agreement, which shall be the sole responsibility of such Party. The Facilities Construction Budget shall be adjusted based on the actual amount of the COPs issued.

c. Increases or Decreases in Construction Costs. Fire District acknowledges that the projected cost per square foot of construction is potentially subject to change due to unanticipated changes in construction costs, changes in design type or methodology reasonably required in order to obtain necessary approvals, and other unanticipated site or other physical conditions. Therefore, in the event of an increase in costs for such unanticipated reasons, the College District and Fire District will meet to do value engineering or mutually agree on a change in scope or design of the Projects to remain within the Project budget.

In the event of any unanticipated savings, College District shall apply such savings to the debt service repayment and deduct such sum from the total repayment obligation under 4.b herein.

d. Compliance with California Environmental Quality Act. Prior to commencement of the Projects, the Parties shall comply with the California Environmental Quality Act ("CEQA"). Pursuant to California Code of Regulations section 15051, Fire District is the "lead agency" for the Projects. Fire District has represented that a negative declaration for the Project has already been secured and a copy of this negative declaration shall be

provided for review prior to finalization of this Agreement. The costs for CEQA compliance measures for the Projects shall be borne by Fire District.

7. EQUIPMENT.

a. Purchase of Equipment. The College District may purchase certain equipment, for capital improvements or instructional purposes at the Site. If the purchase price of such equipment, either individually or cumulatively (i.e. chairs, computers, etc.) exceeds the bid limit per Public Contract Code Section 20651 in a calendar year, such purchase shall be made through a competitive bid process in accordance with Public Contract Code Section 20651 or other legally accepted method of procurement. The Equipment may be purchased utilizing the funds from the set aside \$1 per contact hour which is part of the ISA between the College District and the Fire Department to the extent that adequate funds are available in the Equipment Fund. When the equipment is considered to be no longer of use by the College District and Fire District, the College District may declare any or all of the Equipment to be surplus property and to dispose of the surplus property. In the event that the College District sells any of the Equipment as surplus property, the proceeds from such sale shall be placed in the College District's account to be used for the repayment of the COP.

b. Use of Equipment. Representatives of College District and Fire District shall meet to determine the priority of use between the Parties for any equipment purchased for Fire Training Facility. Fire District and Fire District Regional training needs will be considered top priority but all reasonable efforts will be made to facilitate additional College District needs. With respect to any use of the Equipment, the Fire District shall be responsible for compliance with the CEQA as set forth in Paragraph 6, subsection d, of this Agreement. The Fire District may utilize the Equipment on the condition that the Fire District shall indemnify the College District in accordance Paragraph 14, subsection d, of this Agreement.

c. Ownership of Equipment. Ownership of equipment purchased pursuant to Section 7(a) will vest with the College District.

8. **OWNERSHIP.** During construction, title to COP-funded and GO Bond-funded Projects shall vest with College District. After the construction is completed and issuance of the Certificate of Occupancy, title shall be transferred to Fire District.

9. **FACILITIES USE FEE NOT ASSOCIATED WITH ISA.** Parties will develop a lease agreement to govern the use of the facilities that are to be constructed under this Agreement and used by the College District for purposes not associated with the ISA. Fire District will charge College District an hourly rate based on College District's use of Facilities plus the cost of consumables, repairs, and other direct costs based on Fire District's then in effect fee schedule for any usage by College District not associated with ISA (e.g., College District Fire Technology students not affiliated with the ISA).

10. **FACILITIES REPAIR, MAINTENANCE AND OPERATIONS COSTS.** Costs for building exterior and equipment systems maintenance and repair, including equipment purchased pursuant to Section 7 of this Agreement, utilities (including electricity, water, gas and trash), custodial services, building and grounds security, and grounds and landscape maintenance and repair for the Facilities (collectively, "M&O Costs"), shall be the responsibility of the Fire District. If, at any time, the College District believes Fire District is not properly maintaining or repairing facilities, College District may correct, or hire an outside contractor to correct, after providing thirty (30) days written notice. If after this notice period, the deficiency is not corrected, College District may proceed to correct the deficiency and seek reimbursement of reasonable costs. In the case of an emergency, the College District shall endeavor to provide five (5) days notice, but such written notice may be shortened to reflect the severity of the emergency situation as long as a reasonable cure period is provided to the Fire District.

11. **OPERATION, STAFFING, AND SAFETY OF FACILITIES.** The Parties' respective responsibilities for the operation, staffing and safety at the Facilities shall be as follows:

a. Types of Uses. No person or organization shall be permitted to use the Facilities where such use is inconsistent with provisions of the Education Code or any other laws and ordinances of the State of California or inconsistent with the respective education programs and activities of College District and Fire District. Each Party agrees to utilize the Facilities in conformance with Federal and State law as well as respective College

District and Fire District administrative regulations and/or board policies. Each Party shall conduct its programs and services at the Facilities so as to ensure that they are reasonably compatible with the programs and services of the other Party at the Facilities.

b. Operation.

i. Fire District will have sole responsibility for the operation and management of the Fire District Program.

ii. College District will have sole responsibility for the operation and management of the College District Program.

c. Scheduling

Representatives of College District and Fire District shall meet to determine the priority of use between the Parties for the various areas of the Facilities. Areas of the Facilities over which College District exercises priority shall be one (1) Training Tower and two (2) classrooms, referred to as "College District Space" and the Fire District shall exercise priority over the remaining space, referred to as "Fire District Space."

Representatives for College District and Fire District shall meet twice each year, or more often as needed, to evaluate and adjust, as necessary, schedules for the use of the Facilities, including College District Space and Fire District Space. The schedule, herein referred to as the "Master Schedule" will specify the times and dates of the Fire Fighter I Academy(s) as well as the use of the tower and classroom facilities mentioned above as being of priority use of the College District. Additional Facilities needs projected by the College District will be evaluated at these meetings. Fire District and Fire District Regional training needs will be considered top priority for all other facilities not mentioned above, but all reasonable efforts will be made to facilitate additional College District needs.

d. Staffing and Salaries.

i. Fire District shall be responsible for hiring, training, and supervising its employees and staff ("Fire District's Personnel") employed in the Fire District Program. Funding for all salaries, employee benefits, worker's compensation insurance, and other payroll costs associated with Fire District's Personnel will be provided solely by Fire District.

ii. College District shall be responsible for hiring, training, and supervising its employees and staff ("College District's Personnel") employed in the College District Programs, except as provided for by the ISA and its related programs. Funding for all salaries, employee benefits, worker's compensation insurance, and other payroll costs associated with College District's Personnel will be provided solely by College District.

e. Access to Facilities, Locks, Keys and Access Authorization. The lock style, types of gates, and key/code authorization to be used at the Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and property security of the Facilities. During the Term of this Agreement, or any extension thereof, College District and its staff, students, and invitees shall have full access to and rights to use all common areas of the Facilities subject to compliance with all reasonable rules and policies of Fire District for use thereof.

f. Parking. Fire District, College District and any organization or persons permitted to use the Facilities shall be entitled to use the parking areas on the Site during times authorized by the Fire District for the College District's use of the Facilities in order to minimize off-site parking intrusion to surrounding properties subject to compliance with all reasonable rules and policies of Fire District for use thereof. Students in the programs conducted within College District Space in the Facilities shall be subject to the parking control requirements of the Fire District.

12. MUTUALLY AGREED UPON TERMINATION. In the event of a mutually agreed upon termination:

a. In exchange for the College District COP-funded Facilities, Fire District shall pay all amounts due and payable including principal, interest and any premium assessed on the College District for the outstanding COPs due at the date of contract termination pursuant to 4.a herein. Within ninety (90) days following a written agreement signed by both parties showing a mutual intent to terminate, the Parties shall meet and agree on the timing of payments from Fire District to College District of the amount required pursuant to this Section, but, in any event, Fire District shall pay annual debt service payments within 90 days of receiving an invoice from College District for the remaining term of the COPs. Fire District may elect to pay the College District remaining principal, interest, and any premium assessed on the College District for outstanding COPs.

b. College District GO Bond-funded Facilities and improvements shall not require repayment by the Fire District.

13. **TERMINATION WITH CAUSE.** Except in the case of breach, during the first forty (40) years of this Agreement, neither Party may unilaterally terminate this Agreement or the related ISA and its subsequent renewals without a finding of substantial failure to perform. In the case of a substantial failure to perform, either Party must provide the other Party notice in writing. Such notice shall set forth, in detail, the basis for the grounds for termination. The notice shall also advise the non-complying party it has ninety (90) days to cure. If there is a failure to cure within ninety (90) days of the date of deposit into the United States mail of the notice of non-compliance, the complying Party who sent the notice of non-compliance may then send a termination notice in writing that the Agreement will be terminated thirty (30) days from the date of deposit into the United States mail of the termination notice. All notices pursuant to this Section shall be deposited in the United States mail, certified with postage prepaid and shall be effective upon date of deposit in the United States mail. If the Party who receives the notice of breach is unable to cure, within ninety (90) days following the date set for termination of this Agreement, Parties shall schedule one (1) mediation before a mutually agreeable mediator or if agreement cannot be reached, a mediator shall be appointed pursuant to American Arbitration rules for Business Disputes Mediation Procedure. During this mediation period, the termination is stayed. If Parties still cannot reach resolution the termination shall be effective and Fire District shall pay all amounts due and payable including principal, interest and any premium assessed on the College District for the outstanding COPs. Fire District shall pay annual debt service payments within 90 days of receiving an invoice from College District for the remaining term of the COPs pursuant to the terms in Section 4b. Fire District may elect to pay the College District remaining principal, interest, and any premium assessed on the College District for outstanding COPs.

14. **INDEMNIFICATION.**

a. **Indemnification.** Neither Party nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the other Party under or in connection with any obligation delegated to such other Party under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the indemnifying Party's own officers, agents, volunteers, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

b. Each Party agrees to require all third party organizations which each Party authorizes to use or enter the Facilities execute a document stating the following:

"[Name of Organization] agrees to hold harmless, defend, and indemnify the Santa Clarita Community College District and Consolidated Fire Protection District of Los Angeles, their respective Board members, agents, officers, employees and representatives against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Santa Clarita Community College District or Consolidated Fire Protection District of Los Angeles, and/or their respective board members, trustees, agents, officers, employees and representatives), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of or access to the [name] facility, by [name of organization] or its agents, officers, employees and representatives."

c. Indemnification for Hazardous Materials. Fire District represents that to its knowledge the portion of the Site to be developed under this Agreement was contaminated due to the generation, storage, treatment or disposal of Hazardous Materials, but such contamination has been remediated as defined below. In addition to the indemnification set forth in Section 14(a) of this Agreement, except to the extent of College District's sole negligence or intentional misconduct, Fire District and its heirs, successors, assigns, trustees, and beneficiaries shall indemnify, defend and hold harmless College District, its officers, directors, shareholders, representatives and their respective successors and assigns from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to any such claims, costs, remediation, cleanup or damages which are incurred by College District as a result of a release or discharge of Hazardous Materials, as defined below, onto or in the Site caused by the acts or omissions of Fire District, its agents, representatives or employees in connection with this Agreement.

The indemnity obligation includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements (including, without limitations, attorneys', consultants', and experts' reasonable fees) of any kind whatsoever, which may at any time be imposed upon or incurred by College District or any other indemnitee under this Section 14(c) arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the demised premises; (iii) from the failure of Fire District or any other indemnitor under this Section 14(c), or any other party connected with such indemnitor, to obtain, maintain, or comply with any environmental permit; and/or (iv) otherwise arise from the presence or existence of Hazardous Materials on, in or near the demised premises as provided above, including all consequential damages. The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, containment, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (i) designated as a "Hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation and Liability Act, (ii) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (iii) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (iv) is in any way regulated under the laws of the State of California.

d. Indemnification for Equipment. Each party, its agents, contractors, vendors and subcontractors shall indemnify, defend and hold harmless the other party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the indemnifying Party's own officers, agents, volunteers, contractors, or employees use of the Equipment. This indemnity shall survive termination of this Agreement.

e. Tort Liability. Government Code section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code section 895. Therefore, each of the Parties, as between themselves, and pursuant to the authorization contained in Government Code sections 895.4 and 895.6, assumes the full liability imposed upon it.

15. INSURANCE.

a. Without limiting the indemnification provisions of Section 14, the Parties shall provide and maintain during the term of this Agreement, in full force and effect, at their own expense, a program of self-insurance that includes the following areas of coverage: (i) Public Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) general aggregate including bodily injury, broad form property damage and blanket contractual liability; (ii) Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). Each Party's self-insurance program shall be primary to and not contributing with, any other insurance or self-insurance programs maintained by the other Party. Each Party shall retain the right to maintain a program of self-insurance for all or any portion of its insurance obligations herein or purchase commercial insurance for all or

any portion of its insurance obligations. If commercial insurance is used, it shall be provided by an admitted carrier in the State of California with a Best Rating of A-VII or higher.

Each party shall agree to provide the other written confirmation of the continued existence of their program of self-insurance that meets the requirements identified in this Agreement. This written confirmation shall be provided by the parties once per year on the anniversary of the signing of this Agreement.

In the event either party chooses to purchase commercial insurance for all or any portion of its insurance obligations, the following shall be applicable. In the event the Fire District purchases commercial insurance, the Fire District agrees to name College District, College District's Board of Trustees, its officers, agents, employees and volunteers as Additional Insured under its policy(ies). In the event the College District purchases commercial insurance, the College District agrees to name Fire District, Fire District's Board of Trustees, its officers, agents, employees and volunteers as Additional Insured under its policy(ies). The party purchasing insurance shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverage to the other Party. The party purchasing insurance shall provide Certificates of Insurance to the other Party within 15 days of the commencement of coverage. Such evidence shall provide for written notice by mail at least thirty (30) days in advance of cancellation for all required coverage's.

b. Notification of Incidents, Claims or Suits: The Parties mutually agree to notify one another of any accident or incident relating to activities performed under this Agreement which involves injury or property damage which has resulted in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

16. NON-DISCRIMINATION. The Parties agree that in providing the College District Program and Fire District Program services, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

17. NOTICES.

a. Mailed Notice. Any notice required or desired to be served by any Party shall be personally delivered or delivered by United States Mail, postage-prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Notices shall be delivered to the Parties at the following addresses:

To COLLEGE DISTRICT:	Santa Clarita Community College District 26455 Rockwell Canyon Road Santa Clarita, CA 91355 Attn: Sharlene L. Coleal Telephone: 661-362-3405 Facsimile: 661-362-5405
With a copy to:	Atkinson, Andelson, Loya, Ruud and Romo 17871 Park Plaza Drive, Suite 200 Cerritos, CA 90703 Attn: Constance J. Schwindt, Esq. Telephone: (562) 653-3200 Facsimile: (562) 653-3333
To FIRE DISTRICT	Los Angeles County Fire Department Attention: Chief P. Michael Freeman 1320 North Eastern Ave. Los Angeles, CA 90063 Telephone: (323) 881-2401 Facsimile: (323) 265-9948

With a copy to:

Los Angeles County Counsel
Senior Deputy Counsel Scott Kuhn
Kenneth Hall of Administration
500 West Temple, Suite 648
Los Angeles, CA
Attn: Telephone: 213-974-1852
Facsimile: 213-687-7337

b. Emergency Contact Numbers. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

18. DISPUTE RESOLUTION. The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, the Parties shall make reasonable attempts to informally resolve any dispute arising from or related to this Agreement, including any disputes involving a third-party participating in providing programs at the Facilities. As a condition of being permitted to participate in providing the programs at the Facilities, each third-party participant shall agree in writing, with respect to the interpretation or enforcement of this Agreement, to be subject to the dispute resolution procedures and requirements set forth herein. Informal attempts at dispute resolution shall involve, at a minimum, a period of not less than thirty (30) days during which the disputing parties shall engage in written communications and face-to-face meetings.

19. MISCELLANEOUS.

a. Attorneys' Fees; Litigation. In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

b. Assignment. No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's obligations hereunder.

c. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

d. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof except the most recent ISA. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

e. Exhibits. All Exhibits and attachments to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

f. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

g. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

h. Execution In Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

i. Effect of Recitals. The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

j. Conflicts of Interest. No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

k. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

l. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

m. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

n. Ambiguities Not to be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

o. Non-Liability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

p. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

q. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

r. Program Costs. Except as otherwise provided, neither Party shall be responsible to the other Party for the cost of the other Party's programs or cost of any third party organization which might benefit from a particular aspect of this Agreement. Fire District covenants and agrees to bear all costs it should incur with respect to the operation of any teacher training program, including the cost of service of its employees and incidental costs in connection therewith.

IN WITNESS WHEREOF, SANTA CLARITA College District and Fire District of LOS ANGELES COUNTY have entered into this Joint-Use Agreement as of the Effective Date.

"COLLEGE DISTRICT"

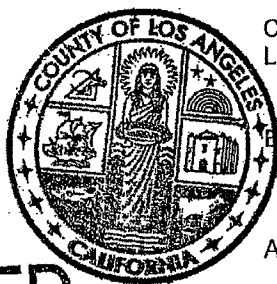
SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By: [Signature]
 Printed Name: BARRY COLEMAN
 Its: Asst Sup Vice President IDT, Julian Escobar

APPROVED AS TO FORM:

By: [Signature]
 Constance J. Schwindt, Esq.
 Atkinson, Anderson, Loya, Ruud & Romo

"FIRE DISTRICT"



CONSOLIDATED FIRE PROTECTION DISTRICT OF
 LOS ANGELES COUNTY

[Signature]
 Chair, Board of Supervisors

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

36

NOV 12 2008

[Signature]
 SACHI A. HAMAI
 EXECUTIVE OFFICER

ATTEST:

SACHI A. HAMAI
 Executive Officer-Clerk
 of the Board of Supervisors

By: [Signature]
 Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
 County Counsel

By: [Signature]
 Scott Kuhn
 Senior Deputy County Counsel

EXHIBIT A
Location of Facilities

The site referred to in this document is known as the "Del Valle Regional Emergency Training Center" addressed as 28101 Chiquito Canyon Road, Castaic, CA 91384-4640 ("the Site")

The legal description of the site is "The Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 16, Township 4 North, Range 17 West, SBBM, County of Los Angeles, State of California.

The site is approximately 160 acres owned by CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY to be used for a variety of Fire Department Training Activities.